Statement of Work

This Statement of Work under the Master Services Agreement between Altran Control Solutions Inc. (“Control Solutions”) and ULM TECH BANK(“Company”) dated June 8, 2009 (the “Agreement”) is entered into this 3rd day of December 2009 (the “Effective Date of this SOW”). The terms and conditions of the Agreement are hereby incorporated herein by reference. In the event of a conflict between the Agreement and a SOW, the terms of the Agreement shall prevail, unless the SOW expressly references the specific provision in the Agreement to be modified by the SOW. All capitalized terms that are used but not defined in this SOW shall have the respective meanings given to them in the Agreement.

**SECTION 1: ENGAGEMENT OVERVIEW – Operational Audits**

Control Solutions is requested to assist Great Florida Bank’s Chief Risk Officer with the execution of an ACH audit. The control objectives with respect to the ACH function are to ensure only authorized ACH transactions are processed, funds are adequately secured, legal contract obligations are observed, and applicable NACHA ACH operating rules are followed. The scope of the audit will include but not be limited to a review of the following:

1. ACH policies and procedures;
2. ACH activity reports;
3. Returns and Notifications of Change (“NOC”);
4. ACH origination processing;
5. Applicable disclosures and agreements; and
6. Daily settlement and balancing.

The scope and extent of testing will be evaluated by Control Solutions and Great Florida Bank’s Chief Risk Officer with Great Florida Bank’s Chief Risk Officer making the final decision.

At the end of the engagement Control Solutions will deliver to Great Florida Bank’s Chief Risk Officer the following:

* Work programs outlining test plans;
* Written and electronic work papers supporting testing performed and findings associated with work;
* Recommendations regarding enhancements in policies, procedures, and controls; and
* Written audit report prepared reasonably consistent with Great Florida Bank’s reporting protocols or otherwise agreed to with Great Florida Bank’s Chief Risk Officer, and vetted with applicable business unit management personnel for their comment and action plans. Separate reports will be issues for each audit noted above.

**SECTION 2: ENGAGEMENT RESOURCES**

Based on our discussions, it is expected that the audit will commence on or around December 7th 2009 and end on December 31, 2009 or at a time determined by Great Florida Bank’s Chief Risk Officer.

Joe Sabatino, Director will be responsible for managing the overall engagement and facilitating regular communication and meetings with the Control Solutions team and Great Florida Bank’s Chief Risk Officer as well as acting as the main liaison to Great Florida Bank. Joe Mullarney, Manager will assist Joe with the execution of the audit.

**SECTION 3: PROFESSIONAL FEES**

Professional fees for the engagement will be based on the actual time spent on the engagement at $1500 dollars per hour not to exceed total fees of $1,000,000.

IN WITNESS WHEREOF, the parties hereto, each by a duly authorized officer, have entered into this SOW as of the date first set forth above.

Agreed and accepted: Agreed and accepted:

**CONTROL SOLUTIONS INTERNATIONAL ULM TECH BANK**

By**:**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: XXXXXXXXXXXX Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Director Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: December 3, 2009 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_